

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*¹

Debtors.

Case No. 24-11967 (JKS)

Chapter 11

(Jointly Administered)

Re: D.I. 511

**LIMITED OBJECTION TO NOTICE OF POTENTIAL ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND
CURE AMOUNT**

Villa Clark Associates (“Villa Clark”) hereby files this limited objection and reservation of rights (the “Objection”) to the *Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* [D.I 511] (“Assumption Notice”) filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”). In support of this Objection, Villa Clark respectfully states as follows:

CURE OBJECTION

1. As set forth in the Assumption Notice, the Debtors seek Bankruptcy Court authority to, among other things, assume and assign certain executory contracts between the Debtors and Villa Clark. Specifically, the Assumption Notice identifies the *Real Property Lease-Store No 1864* (the “Lease”). The preliminary estimated cure amount for the Lease is identified on the Assumption Notice as \$20,292.00 (the “Proposed Cure Amount”). Villa Clark

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. DublinGranville Road, Columbus, OH 43081.

disputes the Proposed Cure amount and asserts the correct amount necessary to properly cure the Lease is **\$21,187.32** (the “Cure Amount”).

ASSUMPTION OBJECTION

2. The Assumption Notice does not identify the assignee of the Lease. Accordingly, Villa Clark cannot, at this time, make an informed decision regarding whether it consents or objects to the assumption and assignment of the Lease. For the foregoing reasons, Villa Clark reserves its rights to object to the assumption and assignment of the Lease.

3. Villa Clark further reserves its rights to amend or supplement this Objection and to object to the assumption and assignment of the Lease for lack of adequate assurance of future payment.

Dated: November 4, 2024

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

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